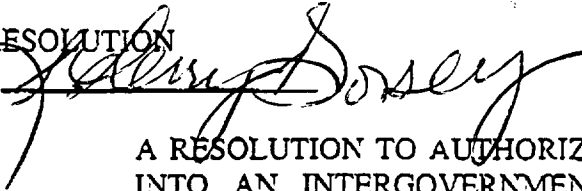


A RESOLUTION
BY



01-R-0103

A RESOLUTION TO AUTHORIZE THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH DEKALB COUNTY, GEORGIA, AND EAST LAKE SHOPPING CENTER, INC. CONSENTING TO THE ALLOCATION OF GOVERNMENT SERVICES TO BE PROVIDED TO PROPERTY OWNED AND DEVELOPED BY EAST LAKE SHOPPING CENTER, INC. WHICH IS LOCATED BOTH IN THE CITY OF ATLANTA AND DEKALB COUNTY, GEORGIA WHICH WILL TRAVERSE JURISDICTIONAL BOUNDARIES; AND FOR OTHER PURPOSES.

WHEREAS, East Lake Shopping Center, Inc., a Georgia non-profit corporation ("ELSC"), is the owner of certain real property located at Glenwood Avenue and Fayetteville Road. The Property is located both in the City (within DeKalb County) and in unincorporated DeKalb County; and

WHEREAS, ELSC proposes to develop the property and construct improvements thereon consisting of a grocery store and related parking (the "Improvements"), such Improvements to be located in both the City and in unincorporated DeKalb County (hereinafter referred to as the "Project"); and

WHEREAS, that portion of the Project which will be located in the City contains no buildings and consists only of a portion of the required parking spaces for the grocery store structure located wholly on the DeKalb County portion of the Project; and

WHEREAS, in order to ensure the orderly, economical and logical provision of certain public services to the Property, an Intergovernmental Agreement between the City of Atlanta and DeKalb County, to which ELSC, Inc. is a party, is desirable to resolve any potential governmental conflicts concerning permissible signage related to the Project which is bisected by jurisdictional

lines; and

WHEREAS, ELSC wishes to construct a freestanding business identification sign on that portion of the Project situated in the City; and

WHEREAS, there are no "structures" as defined by the City's Zoning Ordinance on the portion of the Property located within the City and ELSC is thereby limited to constructing a sign as if the portion of the Project located in the City is a separate lot with no structures thereon; and

WHEREAS, the City and DeKalb County agree that is appropriate to treat the entire Property as one lot, subject to the City's sign regulations contained within its Zoning Ordinance, for purposes of determining its compliance with free standing business identification sign regulations; and

WHEREAS, Article IX, Section II, Paragraph 3()(1) of the Georgia Constitution authorizes and requires local governments to enter into agreements with each other for the provision of certain permitting services outside of their jurisdictional limits, and more particularly in circumstances where they otherwise would be duplicating permitting services;

WHEREAS, the Council of the City of Atlanta deems it to be in the best interests of the City to enter into such an Intergovernmental Agreement;

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ATLANTA AS FOLLOWS:

SECTION ONE:

That the Mayor be authorized to execute an Intergovernmental Agreement on behalf of the City of Atlanta with DeKalb County and ELSC, Inc. which resolves any conflict or provision of overlapping services between jurisdictions.

SECTION TWO:

That the Intergovernmental Agreement be in a form similar to that attached hereto. This agreement shall not be binding on the City, and the City shall not incur liability on same until it is approved as to form by the City Attorney, executed by the Mayor, and delivered to the contracting parties.

SECTION THREE:

That any provision of Part 8 Chapter 2 of the City of Atlanta Code of Ordinances pertaining to permitting, payment of fees and building code enforcement are hereby waived to the extent of any conflict with the delegation of such authority to DeKalb County.

SECTION FOUR:

That all other ordinances and parts of ordinances in conflict herewith be waived for this time only.

SECTION FIVE:

That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2000 by and among the CITY OF ATLANTA, a political subdivision of the State of Georgia (the "City") and DEKALB COUNTY, GEORGIA, a political subdivision of the State of Georgia ("DeKalb County").

WITNESSETH:

WHEREAS, East Lake Shopping Center, Inc., a Georgia non-profit corporation duly qualified and authorized to conduct business in the State of Georgia ("ELSC"), is the owner of certain real property more particularly described in Exhibit "A" attached hereto and by this reference made apart hereof (the "Property"), which Property is located both in the City (within DeKalb County) and in unincorporated DeKalb County; and

WHEREAS, ELSC proposes to develop the property and construct improvements thereon consisting of a grocery store and related parking (the "Improvements"), such Improvements to be located in both the City and in unincorporated DeKalb County (hereinafter referred to as the "Project"); and

WHEREAS, the Project is more particularly described in detailed construction plans, including without limitation, engineer's and architect's drawings and further including that certain Site Plan, prepared by Preston Phillips, dated May 17, 1999, a copy of which is attached hereto as Exhibit "B" and by this reference incorporated herein.

WHEREAS, pursuant to the Site Plan, 5.21 acres of the Project will be located in the unincorporated portion of DeKalb County and 2.4 acres of the Project will be located in the City; and

WHEREAS, that portion of the Project which will be located in the City contains no

buildings and consists only of a portion of the required parking spaces for the structure located wholly on the DeKalb County portion of the Project; and

WHEREAS, the Property currently is zoned by the City and DeKalb County to accommodate the Project as reflected in the Site Plan (See, Exhibit C attached hereto and by this reference made a part hereof for a copy of the authorizing resolution from DeKalb County, Georgia and verification of zoning from the City of Atlanta.); and

WHEREAS, DeKalb County and the City have worked closely with ELSC in order to ensure the orderly, economical and logical provision of certain public services to the residents and owners of the Project; and said cooperation is intended also to avoid any potential governmental conflicts concerning building permits, final certificates of occupancy, and building code enforcement for the Project which is bisected by jurisdictional lines; and

WHEREAS, ELSC wishes to construct a freestanding business identification sign on that portion of the Project situated in the City; and

WHEREAS, there are no "structures" as defined by the City's Zoning Ordinance on the portion of the Property located within the City and ELSC is thereby limited to constructing a sign as if the portion of the Project located in the City is a separate lot with no structures thereon; and

WHEREAS, the City and DeKalb County agree that is appropriate to treat the Property as one lot, subject to the City's sign regulations contained within its Zoning Ordinance, for purposes of determining its compliance with free standing business identification sign regulations; and

WHEREAS, Article IX, Section II, Paragraph 3()(1) of the Georgia Constitution authorizes and requires local governments to enter into agreements with each other for the provision of certain permitting services outside of their jurisdictional limits, and more particularly in circumstances

where they otherwise would be duplicating permitting services;

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00), the foregoing recitals, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City, and DeKalb County do hereby agree as follows:

Inspecting and Permitting Signage

1.

The parties agree that the City shall have exclusive jurisdiction for approving, inspecting and permitting the free standing business identification signage for the portion of the Project located within the City, as if the entire 7.61 acre Property were one lot, pursuant to the ordinances and regulations of the City and applicable City zoning and building enforcement codes. The City will collect all fees applicable to such sign permitting and inspecting.

Indemnification

2.

To the extent permitted by law, the City shall indemnify, defend and save and hold harmless DeKalb County from and against any and all claims, demands, counterclaims, damages, disbursements, losses, judgments, liabilities, penalties, injuries, fines, litigation, lawsuits and other proceedings and costs and expenses (including reasonable attorneys' fees and expenses) which accrue against or are incurred by DeKalb County and which arise from or out of the obligations and responsibilities assumed by the City with respect to the Project, as set forth in this Agreement. The foregoing indemnity is in no way conditioned upon fault on the part of the City or upon any other event, occurrence, matter or circumstance, except as specifically set for in this Agreement.

3.

To the extent permitted by law, DeKalb County shall indemnify, defend and save and hold harmless the City from and against any and all claims, demands, counterclaims, damages, disbursements, losses, judgments, liabilities, penalties, injuries, fines, litigation, lawsuits and other proceedings and costs and expenses (including reasonable attorneys' fees and expenses) which accrue against or are incurred by the City and which arise from or out of the obligations and responsibilities assumed by DeKalb County with respect to the Project, as set forth in this Agreement. The foregoing indemnity is in no way conditioned upon fault on the part of DeKalb County or upon any other event, occurrence, matter or circumstance, except as specifically set for in this Agreement.

Miscellaneous

4.

This Agreement is intended to run with the land and shall be binding upon respective governmental jurisdictions, ELSC and any subsequent owner of the Project. This Agreement may be recorded in the real property records of DeKalb County and Fulton County.

5.

ELSC hereby agrees to all provisions of this Agreement, and waives any claim that any of the provisions made herein are unlawful, invalid or beyond the scope of the City's or DeKalb County's lawful power to undertake.

6.

This Agreement shall not be binding and may not be recorded until formal approval is granted by the appropriate authorities in each of the respective jurisdictions. By its execution hereof, each of the undersigned jurisdiction represents that all necessary action has been taken to authorize

and approve this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed under seal
by the duly authorized representatives or officers effective as of the date first above written.

Signed, sealed and delivered before me as of
the date first above written.

CITY OF ATLANTA, a political
subdivision
of the State of Georgia.

Unofficial Witness

By: _____

Printed Name: Bill Campbell
Title: Mayor

Notary Public

Attest: _____
Printed Name: _____
Title: _____

My commission expires:

[NOTARIAL SEAL]

Signed, sealed and delivered before me as of
the date first above written.

APPROVED AS TO FORM:

Unofficial Witness

City Attorney

Notary Public

My commission expires:

[NOTARIAL SEAL]

Signed, sealed and delivered before me as of
the date first above written.

APPROVED:

Unofficial Witness

Norman Koplon, as Director of Bureau of
Buildings

Notary Public

My commission expires

[NOTARIAL SEAL]

Signed sealed and delivered before me as of
the date first above written.

Unofficial Witness

Notary Public

My commission expires:

[NOTARIAL SEAL]

Signed, sealed and delivered before me as of
the date first above written.

Unofficial Witness

Notary Public

My commission expires:

[NOTARIAL SEAL]

Signed, sealed and delivered before me as of
the date first above written.

Unofficial Witness

Notary Public

DEKALB COUNTY, a political
subdivision
of the State of Georgia.

By: _____ (SEAL)
Liane Leveran
Chief Executive Officer
DeKalb County, Georgia

ATTEST:

Michael J. Bell
Ex Officio Clerk of the Chief Executive
Officer and Board of Commissioners of
DeKalb County, Georgia

APPROVED AS TO FORM:

County Attorney

CONSENTED TO:

By: _____
Printed Name: _____
Title: _____

Attest: _____ My

commission expires:

[NOTARIAL SEAL]

Printed Name: _____

Title: _____

01-R-0103

(Do Not Write Above This Line)

A RESOLUTION BY

COUNCILMEMBER SHERRY DORSEY

A RESOLUTION TO AUTHORIZE THE MAYOR TO ENTER AN INTERGOVERNMENTAL AGREEMENT WITH DEKALB COUNTY, GEORGIA, AND EAST LAKE SHOPPING CENTER, INC. CONSENTING TO THE ALLOCATION OF GOVERNMENT SERVICES TO BE PROVIDED TO PROPERTY OWNED AND DEVELOPED BY EAST LAKE SHOPPING CENTER, INC. WHICH IS LOCATED BOTH IN THE CITY OF ATLANTA AND DEKALB COUNTY, GEORGIA WHICH WOULD TRAVERSE JURISDICTIONAL BOUNDARIES AND FOR OTHER PURPOSES.

- ☐ CONSENT REFER
☐ REGULAR REPORT REFER
☐ ADVERTISE & REFER
☐ 1st ADOPT 2nd READ & REFER
☒ PERSONAL PAPER REFER

Date Referred 1/16/01

Referred To: Finance & Executive

Date Referred

Referred To:

Date Referred

Referred To:

First Reading

Committee

Date

Chair

Referred to

Committee

Date

Chair

Action:

Fav, Adv, Hold (see rev. side)

Other:

Members

Refer To

Committee

Date

Chair

Action:

Fav, Adv, Hold (see rev. side)

Other:

Members

Refer To

Committee

Date

Chair

Action:

Fav, Adv, Hold (see rev. side)

Other:

Members

Committee

Date

Chair

Action:

Fav, Adv, Hold (see rev. side)

Other:

Members

Refer To

Refer To

FINAL COUNCIL ACTION

☐ 2nd

☐ 1st & 2nd

☐ 3rd

Readings

☐ Consent

☐ V Vote

☐ RC Vote

CERTIFIED

MAYOR'S ACTION